

K. Randolph Moore, SBN 106933  
Tanya E. Moore, SBN 206683  
MOORE LAW FIRM, P.C.  
332 North Second Street  
San Jose, California 95112  
Telephone: (408) 298-2000  
Facsimile: (408) 298-6046

Attorneys for Plaintiff  
Anthony Lerma

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

ANTHONY LERMA,

Plaintiff,

vs.

NTT MCKEE RETAIL CENTER, LLC, et al.,

Defendants.

No: 5:11-CV-02161-LHK

**STIPULATION FOR DISMISSAL OF  
DANA N. PHAN DBA TAPIOCA  
EXPRESS ONLY; [PROPOSED] ORDER**

IT IS HEREBY STIPULATED by and between Plaintiff Anthony Lerma ("Plaintiff") and Defendant Dana N. Phan dba Tapioca Express ("Defendant"), by and through their respective counsel, that pursuant to Federal Rule of Civil Procedure 41(a)(2), Defendant Dana N. Phan dba Tapioca Express be dismissed with prejudice from this action.

IT IS FURTHER STIPULATED between Plaintiff and Defendant that this case has been settled as between them and all issues and controversies have been resolved to their mutual satisfaction. Plaintiff and Defendant request the Court to retain jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-82 (1994).

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1 Date: June 13, 2012

MOORE LAW FIRM, P.C.

2  
3 /s/ Tanya E. Moore  
4 Tanya E. Moore  
5 Attorney for Plaintiff Anthony Lerma

6 Date: June 13, 2012

FARLING, HECHT & DAVIS LLP

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8  
9 /s/ Roger Hecht  
10 Roger Hecht  
11 Attorney for Defendant Dana N. Phan dba  
12 Tapioca Express

13  
14 **ORDER**

15 The parties having so stipulated,

16 **IT IS HEREBY ORDERED** as follows:

17 1. Plaintiff Anthony Lerma and Defendant Dana N. Phan dba Tapioca Express shall  
18 comply with the terms of the confidential Settlement Agreement and Release in Full, the terms  
19 of which are incorporated herein by reference.

20 2. By consent of Plaintiff Anthony Lerma and Defendant Dana N. Phan dba  
21 Tapioca Express, the Court shall retain jurisdiction in this matter for the purpose of enforcing  
22 the terms of the settlement agreement.

23 3. Except as provided for in paragraphs 1 and 2 above, Dana N. Phan dba Tapioca  
24 Express is dismissed with prejudice from this action.

25 **IT IS SO ORDERED.**

26  
27 Dated: June 13, 2012

28  
  
United States District Court Judge